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12 *CENTERRA GROUP, LLC*

13 **UNITED STATES DISTRICT COURT**

14 **DISTRICT OF NEVADA**

15 JENNIFER GLOVER,

16 Plaintiff,

17 vs.

18 CENTERRA GROUP, LLC; and, JOHN
19 DOES 1 THROUGH 5.

20 Defendant.

Case No. 19-cv-00411-JCM-NJK

21 **STIPULATED PROTECTIVE ORDER**
22 **GOVERNING CONFIDENTIAL**
23 **INFORMATION**

24 Pursuant to Federal Rule of Civil Procedure 26(c), Defendant Centerra Group, LLC
25 (“Defendant”) and Plaintiff Jennifer Glover, by and through their respective counsel of record,
26 hereby stipulate and agree that the handling of confidential material in these proceedings shall be
27 governed by the provisions set forth below.

28 **I. APPLICATION**

This Protective Order shall govern the designation and handling of “Confidential Information” and “Confidential – Attorney’s Eyes-Only Information” (defined below) produced in discovery in this litigation, whether by voluntary production or disclosure or in response to any formal discovery procedure, including designation and handling of nonpublic information of a confidential nature. This Protective Order does not affect any party’s obligations under the Civil Rules to produce documents as required by the rules of discovery or an order of the Court. The purpose of this Protective Order is to facilitate the handling of nonpublic information of a confidential, private, or proprietary nature.

1 See order issued concurrently herewith.
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10 **II. DEFINITIONS**

11 **A. “Confidential Information”** means: personal information of current or former
12 employees of Defendant (such as addresses, telephone numbers, birth dates, marital status,
13 dependent status and/or discipline or counseling received from Defendant); financial information,
14 including, but not limited to, payroll records, tax returns, financial statements, banking records,
15 and electronic data containing financial information and/or compensation or pay plans or scales;
16 confidential proprietary and/or competitive business information; trade secrets; witness statements
17 and/or investigation reports; investigative notes and/or witness interview notes; performance
18 projections; business strategies; and confidential proprietary information about affiliates, parents,
19 subsidiaries and third-parties with whom the parties to this action have or have had business
20 relationships. “Confidential Information” includes, without limitation, any document,
21 information, or material that the producing party or protected person reasonably believes not to be
22 in the public domain and reasonably believes contains information to which an individual or
23 company has an established and legitimate right to privacy or confidentiality.

24 **B. “Attorney’s Eyes Only Information”** is a subset of Confidential Information that
25 includes any document or testimony identified by the party that contains highly sensitive,
26 proprietary, or trade secret information, including, but not limited to medical records and
27 healthcare information pertaining to any current or former employee of Defendant (other than
28 Plaintiff); personnel documents that contain personal identification information such as social

1 security numbers, financial information and/or rates of pay; information about prior, existing, and
2 potential customers; surveillance information, including, but not limited to policies, practices, and
3 procedures, location of cameras, methods of recording, video footage and reports. All references
4 herein to “Confidential” information include “Confidential – Attorneys’ Eyes Only,” except where
5 the permissible disclosure or dissemination of “Confidential – Attorneys’ Eyes Only” information
6 is more limited than permissible disclosure or dissemination of “Confidential” information.

7 **C. “Disclosed”** is used in its broadest sense and includes, *inter alia*, directly or
8 indirectly shown, divulged, revealed, produced, described, transmitted or otherwise
9 communicated, in whole or in part.

10 **D. “Discovery Material(s)”** means any documents, answers to interrogatories,
11 responses to requests for admission, deposition testimony, deposition transcripts and exhibits,
12 other responses to requests for information and/or written information, whether produced
13 voluntarily or involuntarily, in response to discovery requests in this litigation by any party.

14 **E. “Document”** is defined as the term is used in Federal Rule of Civil Procedure 34.
15 See order issued concurrently herewith.

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19 **III. TYPES OF MATERIALS THAT MAY BE DESIGNATED AS CONFIDENTIAL**

20 Any Discovery Material or other documents, information, or materials may be designated by a
21 producing party as Confidential under this Order. The assertion of this designation of “Confidential”
22 shall constitute a representation to the Court that counsel for the producing party or protected person
23 believes in good faith that the material so designated constitutes Confidential Information as defined in
24 this Order. Except with the prior written consent of the producing party or by Court order or as otherwise
25 compelled by force of law, no Discovery Materials or other documents, information, or materials
26 stamped “Confidential” may be disclosed to any person except as permitted in Section IV below.

27 **IV. DESIGNATION OF DISCOVERY MATERIALS AS CONFIDENTIAL**

28 **A. Marking Protected Documents:** Protected documents shall be designated as

1 containing "Confidential Information by affixing to them the legend "CONFIDENTIAL" or
2 "CONFIDENTIAL-ATTORNEY'S EYES ONLY" in all caps, 12 point font, in a location that
3 makes the designation readily apparent, preferably in the lower right hand corner. Each Party shall
4 maintain a log for the documents they have produced that have been designated "Confidential,"
5 and produce an updated log, containing all designations, when producing documents or
6 information that are designated "Confidential." The fact that a document is stamped
7 "Confidential" by one party shall not be construed as an admission by any other party that such
8 document is confidential, nor shall it limit or preclude the right of any party to object to the
9 "Confidential" designation and to file any appropriate motion(s) to determine the propriety of such
10 designation. If the producing party inadvertently fails to stamp or otherwise appropriately
11 designate or list certain documents, material, or information as "Confidential" upon their
12 production or disclosure, such inadvertent failure to designate shall not constitute nor be deemed
13 a waiver of a subsequent claim of protected treatment under this Order.

14 **B. Designating Testimony.** Any party may designate testimony as "Confidential
15 Information" by making a statement to that effect on the record at the deposition or other
16 proceeding or within ten (10) business days after receipt of the transcript of deposition or other
17 proceeding by counsel. When Confidential Information is designated on the record at a deposition
18 or other proceeding, the party claiming the testimony is Confidential Information shall make
19 arrangements with the court reporter taking and transcribing such proceeding to label each page
20 containing the testimony with the designation "CONFIDENTIAL" and all counsel and parties shall
21 treat pages of testimony so designated as a protected document and the testimony itself as
22 Confidential Information.

23 **C. Subsequent Designation.** If a party discovers that material or documents
24 containing Confidential Information have been provided to the opposing party without being
25 properly designated under this Protective Order, that party shall promptly notify the receiving party
26 in writing of the same. The notification shall include an identification of the documents or
27 information (by bates stamp number or some other specific form of identification), and the
28 receiving party shall affix a stamp identifying each document or item of information so identified

as “CONFIDENTIAL” within ten (10) days unless the parties agree that some other procedure for remedying the inadvertence is more appropriate under the circumstances.

V. PERMISSIBLE USE OF “CONFIDENTIAL” INFORMATION, DOCUMENTS, OR MATERIALS

A. Limited Use. Persons obtaining access to Discovery Materials or other documents, information, or materials stamped “Confidential” or “Attorney’s Eyes Only” pursuant to this Order shall use the information only for the purpose of this matter, through and including appeal(s) and shall not use or disclose in any format or medium such information for any other purpose, including business, governmental, commercial, administrative, or judicial proceedings, unless required by court order or being compelled by force of law. If any person receiving information covered by this Agreement is: (a) subpoenaed in another action or proceeding; (b) served with a request or demand in another action to which he, she, or it is a party; or (c) served with any other legal process by one not a party to this action, seeking information designated as “Confidential” pursuant to this Order, the subpoenaed party shall promptly give written notice, by hand or facsimile transmission, within forty-eight (48) hours of receipt of such subpoena, request, demand, or legal process to the party that produced or designated the material as “Confidential.” The subpoenaed party or anyone else subject to this Order shall be under no obligation to take any other action or measures to preserve the confidentiality of any such information in connection with such subpoena, request, demand, or legal process. Nothing herein shall be construed as requiring the subpoenaed party or anyone else covered by this Order to challenge or appeal any order requiring production of Confidential Information, to subject itself to any penalties for non-compliance with any legal process or order, or to seek any relief from the court.

B. Disclosure of Protected Material. Notwithstanding Section IV above, access to documents stamped “Confidential” shall be limited to the following individuals:

1. Counsel: Counsel for the respective parties to this Protective Order, including in-house counsel and counsel’s Support Staff (*i.e.*, paralegals, administrative assistants, and those involved in administration functions) and Outside Service Organizations (*i.e.*, organizations providing copy services, translation services, document preparation, trial graphics, and tutorials) but only to the extent that disclosure to such person(s) is necessary in order for them

1 to assist attorneys in connection with this matter;

2 2. Court Reporters: Court reporters taking testimony and their support
3 personnel;

4 3. The Parties: Except as provided below in Section V.C., the parties to this
5 Protective Order, including the officers, directors, agents and employees of a corporate Party, to the
6 extent counsel for such party deems it necessary for the prosecution or defense of this proceeding;

7 4. The Court: The Court and authorized court personnel.

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10 5. Witnesses: deposition or other witnesses as necessary in this litigation,
11 provided that such persons have been made aware of the provisions of this Protective Order and
12 have manifested their assent to be bound thereby by signing a copy of the agreement attached
13 hereto as Exhibit A and provided further that disclosure is limited to Confidential Information
14 about which the witness is or is likely to be examined at a deposition or other proceeding;

15 6. Consultants and Experts: Independent consultants or experts retained by
16 counsel or a party for assistance with respect to this litigation, together with each such person's
17 clerical and Support Staff, provided that such have been made aware of the provisions of this
18 Protective Order and have manifested their assent to be bound thereby by signing a copy of the
19 agreement attached hereto as Exhibit A.

20 7. The persons who are identified as authors or addressees on the face of a
21 document containing Confidential Information, or have been shown by either testimony or
22 documentary evidence to have been recipients or readers of the Confidential Information prior to
23 the commencement of the underlying lawsuit;

24 8. The videographer who videotapes Confidential Information at a deposition
25 in this litigation;

26 9. Any arbitrator, mediator or discovery referee in this litigation, and
27 employees and similar personnel of said arbitrator, mediator or discovery referee;

28 10. Any other individuals agreed to in writing by the designating party; and

1 11. Others as may be ordered by the court.

2 C. **“Confidential – Attorneys’ Eyes Only.”** The disclosure of “Confidential-
3 Attorney’s Eyes Only” Information is limited in the same ways as set forth above for Confidential
4 Information except that “Confidential-Attorney’s Eyes Only” Information may not be disclosed to
5 anyone except those individuals set forth in Section V.B.1 and Plaintiff. Plaintiff is only permitted
6 to review “Confidential-Attorneys’ Eyes Only” information in counsel’s office provided she
7 agrees not to make or take copies of “Confidential-Attorneys’ Eyes Only” information out of
8 counsel’s office. Except as provided in this paragraph, “Confidential Attorney’s Eyes Only”
9 information may not be disclosed or provided without prior written consent by the designating
10 party under circumstances allowing the designating party to obtain adequate protection with
11 respect to the “Confidential-Attorney’s Eyes Only” Information either by agreement or by
12 application to the Court. Further, any person who receives copies of “Confidential-Attorneys’
13 Eyes Only” or to whom “Confidential – Attorneys’ Eyes Only” is disclosed pursuant to this
14 Stipulated Protective Information Governing Confidential Information shall be advised that the
15 “Attorneys’ Eyes Only” information is being disclosed pursuant to an Order of the Court, that the
16 information may not be disclosed by such person to any person not permitted to have access to the
17 “Attorneys’ Eyes Only” information pursuant to this Protective Order, and that any violation of
18 this Protective Order may result in the imposition of such sanctions as the Court deems proper.
19 See order issued concurrently herewith.

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1 **E. Disputes as to Confidentiality Designation:**

2 **1. Meet and Confer Requirement:** The parties agree to designate
3 information as “Confidential” on a good faith basis and not for purposes of harassing the receiving
4 party’s access to information concerning the lawsuit. If any party believes that a document,
5 tangible item, or other information that has been designated as Confidential is not entitled to be
6 treated as Confidential, the party will notify the designating party of its objection to the
7 “Confidential” designation. The parties shall meet and confer in an attempt to reach an agreement
8 regarding the Confidential status of the document, tangible item or information within seven (7)
9 business days after the objecting party has advised the designating party of its objection.

10 **2. Motion for Protective Order:** If the dispute is not resolved, then the
11 objecting party may file a motion challenging whether any particular material designated as
12 containing Confidential Information should be entitled confidential treatment. In addition, if the
13 parties do not reach agreement in advance of filing Confidential Information as referenced in
14 Section V.D above, then the party wishing to use the designated information or material must not
15 file the Confidential Information without first allowing the disclosing party who wishes the
16 designated information to be filed under seal seven (7) court days within which to file a motion
17 allowing the Confidential Information to be filed under seal pursuant to LR IA 10-5. The opposing
18 party may then file an opposition to such motion and the moving party may file a reply in
19 accordance with the briefing schedule set forth by local rule.

20 **3. Status Pending Resolution of Dispute:** Notwithstanding any challenge to
21 the designation of material as containing Confidential Information, the material shall be treated as
22 Confidential and shall be subject to the provisions hereof unless and until one of the following
23 occurs: (i) all parties that claim that the material contains Confidential Information withdraw such
24 designation in writing; or (ii) the Court order is issued ruling that the material does not contain
25 Confidential Information.

26 **F. Rights of Parties:** This Protective Order is without prejudice to the right of any
27 party to apply to the Court for any further protective order relating to any Confidential Information
28 or for an order permitting disclosure of any Confidential Information beyond the terms of this

Protective Order.

VI. MISCELLANEOUS

The provisions of this Order shall not terminate at the resolution of this matter; provided, however, that within thirty (30) days after the final conclusion of this matter, documents stamped “Confidential” or “Confidential – Attorneys’ Eyes Only” and all copies of such documents, other than exhibits of record, shall be returned to the party who produced the documents and designated them as “Confidential” or “Confidential – Attorneys’ Eyes Only.”

Nothing in this Order shall prevent any party or other person from seeking modification of this Order or from objecting to discovery that it believes to be otherwise improper. This Order, however, shall not be modified absent an order of the Court or the written agreement of all the Parties hereto.

Respectfully submitted this 6th day of August, 2019.

ELLWANGER LAW LLLP

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/s/ Esha Rajendran

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Centerra Group, LLC*

*Attorneys for Plaintiff
Jennifer Glover*

ORDER

IT IS SO ORDERED August 9, 2019.


NANCY J. KOPPE
UNITED STATES MAGISTRATE JUDGE

Exhibit A

ACKNOWLEDGEMENT AND AGREEMENT TO BE BOUND

I, _____, [print or type full name], of _____ [print or type full address], declare under penalty of perjury that I have read in its entirety and understand the Stipulated Protective Order that was issued by the Court on _____ [date] in the case of *Jennifer Glover v. Centerra Group, LLC*, Case No. 19-cv-00411-JCM-NJK. I agree to comply with and to be bound by the terms of this Stipulated Protective Order and I understand and acknowledge that failure to so comply could expose me to sanctions and punishment in the nature of contempt. I solemnly promise that I will not disclose in any manner any information or item that is subject to this Stipulated Protective Order to any person or entity except in strict compliance with the provisions of this Order. I further agree to submit to the jurisdiction of the United States District Court, District of Nevada, for the purpose of enforcing the terms of this Stipulated Protective Order, even if such enforcement proceedings occur after termination of this action.

I hereby appoint _____ [print or type full name] of _____ [print or type full address and telephone number] as my Nevada agent for service of process in connection with this action or any proceedings related to enforcement of this Stipulated Protective Order.

Date: _____

City and State where sworn and signed: _____

Printed Name: _____
[printed name]

Signature: _____